

TO: Mail Stop 8 Director of the U.S. Patent & Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been
 filed in the U.S. District Court Northern District of California on the following ☒ Patents or ☐ Trademarks:

DOCKET NO. CV 9-1535PVT	DATE FILED 4/7/2009	U.S. DISTRICT COURT 280 N First Street., Rm 2112, San Jose, CA 95113
PLAINTIFF Robolaw Corporation		DEFENDANT Matrix Learning Sysems, Inc.
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 6,986,664		SEE ATTACHED COMPLAINT
2 6,086,382		
3 5,885,087		
4 5,618,182		
5		

In the above—entitled case, the following patent(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK Richard W. Wieking	(BY) DEPUTY CLERK Betty Walton	DATE April 9, 2009
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COPY

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**ORIGINAL
FILED**
APR - 7 2009
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT,
NORTHERN DISTRICT OF CALIFORNIA

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

PVT

CV 09

1535

ROBOLAW CORPORATION,

Plaintiff,

vs.

MATRIX LEARNING SYSTEMS, INC.

Defendant.

Case No.

**COMPLAINT FOR PATENT
INFRINGEMENT**

DEMAND FOR JURY TRIAL

Plaintiff Robolaw Corporation complains against defendant Matrix Learning Systems, Inc., as follows:

THE PARTIES

1. Plaintiff Robolaw Corporation ("Robolaw") is a California corporation having a principal place of business at 1193 Capri Drive, Campbell, California 95008.

2. Upon information and belief, defendant Matrix Learning Systems, Inc. ("Matrix"), is a Colorado corporation with a principal place of business at 8392 So. Continental Divide Road, Suite 105, Littleton, Colorado 80127.

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3. This Court has jurisdiction of this action pursuant to 35 U.S.C. § 271, 28 U.S.C. §§ 1331 and 1338(a), in that this case arises under the Patent Laws of the United States, 35 U.S.C. § 271 et seq.

4. Venue is proper in this Court under 28 U.S.C. § 1391(c) and 28 U.S.C. § 1400(b) because Defendant Matrix resides in this district.

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5. Since this is a patent infringement action, the matter is subject to district-wide consent under Civil L.R. 3-2(c).

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6. Robolaw is the owner of U.S. Patent Nos. 6,986,664 (“the ‘664 patent”) (Exhibit A); 82 (“the ‘382 patent”) (Exhibit B); 5,885,087 (“the ‘087 patent”) (Exhibit C); and 5,618,182 (“the ‘182 patent”) (Exhibit D), hereinafter collectively referred to as “the Robolaw patents.” The patents describe and broadly claim computerized methods and systems for improving performance on multiple-choice examinations.

7. Upon information and belief, in violation of 35 U.S.C. § 271, Matrix has manufactured, offered for sale, and is currently manufacturing, selling and offering for sale software for improving performance on multiple-choice examinations entitled ExamMatrix CPA Review (“ExamMatrix e”).

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8. Robolaw hereby incorporates by reference, as if fully set forth herein, the allegations of
 phs 1-7 above.

9. Upon information and belief, the ExamMatrix software is covered by the claims of the patent. By manufacturing, using, selling and offering for sale its ExamMatrix software, Matrix has

1 committed direct, contributory and inducement of infringement of one or more claims of the '664 patent.
2 Matrix's infringing conduct will continue unless permanently enjoined by this Court.

3 10. As a result of the infringing activities of Matrix, Robolaw has been and continues to be
4 damaged, including irreparable injury.

5 11. Upon information and belief, Matrix has willfully infringed the '664 patent, making this
6 an exceptional case and justifying the assessment of treble damages pursuant to 35 U.S.C. § 284 and
7 attorney fees pursuant to 35 U.S.C. § 285.

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9 **COUNT II - INFRINGEMENT OF THE '382 PATENT**

10 12. Robolaw hereby incorporates by reference, as if fully set forth herein, the allegations of
11 paragraphs 1-7 above.

12 13. Upon information and belief, the ExamMatrix software is covered by the claims of the
13 '382 patent. By manufacturing, using, selling and offering for sale its ExamMatrix software, Matrix has
14 committed direct, contributory and inducement of infringement of one or more claims of the '382 patent.
15 Matrix's infringing conduct will continue unless permanently enjoined by this Court.

16 14. As a result of the infringing activities of Matrix, Robolaw has been and continues to be
17 damaged, including irreparable injury.

18 15. Upon information and belief, Matrix has willfully infringed the '382 patent, making this
19 an exceptional case and justifying the assessment of treble damages pursuant to 35 U.S.C. § 284 and
20 attorney fees pursuant to 35 U.S.C. § 285.

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22 **COUNT III - INFRINGEMENT OF THE '087 PATENT**

23 16. Robolaw hereby incorporates by reference, as if fully set forth herein, the allegations of
24 paragraphs 1-7 above.

25 17. Upon information and belief, the ExamMatrix software is covered by the claims of the
26 '087 patent. By manufacturing, using, selling and offering for sale its ExamMatrix software, Matrix has
27 committed direct, contributory and inducement of infringement of one or more claims of the '087 patent.
28 Matrix's infringing conduct will continue unless permanently enjoined by this Court.